

XSWAP DISCLAIMER & TERMS OF USE

XSWAP is a peer-to-peer, decentralized exchange (DEX) protocol which enables users to swap between supported digital asset trading pairs through the automated market making algorithms and smart contracts programmed on the blockchain, as well as stake certain digital assets to the protocol's Liquidity Pools in return for rewards in the form of XT - XT is the official governance and utility token of the XSWAP protocol. XT is a native token on the ABEYCHAIN blockchain. This innovative DEX protocol, including its features and functionality, are the result of collective effort between a global, decentralized developer community, including of some of the most experienced blockchain developers and advisors in the blockchain industry worldwide.

XSWAP is a cutting-edge DEX protocol designed to pool liquidity in the form of digital assets, allowing users to trade supported tokens. The protocol consists of free, public, open-source or source-available software code, including a set of self-executing smart contracts deployed on ABEYCHAIN.

All Decentralized Finance (DeFi) and DEX platforms or decentralized applications (dApps) involve various risks to participants and XSWAP is no different; such risks include, but not limited to potential losses either due to user error, unidentified vulnerabilities or weaknesses in the integrity of the software code comprising the protocol and smart contracts upon which the protocol relies to function properly, among other known and unknown risks. Users must understand, consider and accept all risks involved before engaging with the protocol. Any loss involved in the use of dApps is unrecoverable by the user and without recourse against any third party. Users accessing and engaging with the XSWAP protocol are solely responsible for any and all losses, financial or otherwise, they may potentially incur.

For example, losses may be incurred by DEX users when digital assets are transferred from the user's blockchain wallet to the XSWAP protocol's Liquidity Pools, most often this occurs due to error or misstep made by the user in executing transfers of digital assets to the DEX. Moreover, users may experience certain unavoidable losses inherent to DEX protocols such as XSWAP that can arise due to pricing volatility and fluctuation of a digital asset on either side of a trading pair or liquidity pool - this is known as "price slippage". When you trade on a DEX, you're effectively depositing one digital asset into the DEX's liquidity pool while withdrawing another asset in

exchange. The larger your trade, or the more overall trading volume with the pool, the more the liquidity in the pool becomes imbalanced and creates the potential price slippage.

Additionally, just as you can access email protocols such as SMTP through multiple email clients, you can access the XSWAP protocol through a variety of web or mobile interfaces. You are solely responsible for doing your own diligence on each such interfaces you elect to utilize to access the XSWAP protocol in order to fully understand accept the unique risks, including fees and other costs, presented by any particular interface you elect to utilize.

THE XSWAP PROTOCOL IS PROVIDED “AS IS”, AT YOUR OWN RISK, AND WITHOUT WARRANTIES OF ANY KIND, WHABEYER EXPRESS OR IMPLIED. XSWAP operates primarily via self-executing smart contracts deployed on the ABEYCHAIN, a multi-layered, hybrid-consensus, programmable blockchain known for its ability to handle high transactional volumes with speed, efficiency, and lower gas fees than many of its competitor blockchains.

Upgrades and modifications to the XSWAP protocol are managed by the XSWAP protocol’s community of users holding the XT governance token. This form of decentralized protocol maintenance and management is accomplished by a governance mechanism which allows for XT governance token holders to submit and vote on proposals for upgrades and changes to the XSWAP protocol. No single developer or other person or entity involved in creating or maintaining the XSWAP protocol on behalf of the community of participating XT holders will be liable for any claims or damages whatsoever associated with any and all use, inability to use, and/or interaction with the XSWAP protocol or its community of users, including without limitation any direct, indirect, incidental, special, exemplary, punitive or consequential damages, or loss of profits, cryptocurrencies, tokens, or anything else of value. By proceeding to engage with the XSWAP protocol you hereby agree to waive and release any and all third parties from any and all liability arising from your use of the protocol to the greatest extent enforceable under the law.

1. Restrictions of Use and Compliance Obligations:

Due to the decentralized nature of the XSWAP protocol, users are responsible for ensuring their own compliance with all laws and regulations governing

participation in certain activities related to digital assets, such as those the XSWAP protocol enables, which may vary widely according to each user's specific jurisdiction. By accessing or using the XSWAP protocol, you manifest your acceptance of these terms and expressly represent and warrant that you will comply with all laws, regulations, and other requirements applicable to you according to your particular jurisdiction of residency or citizenship.

Use of the XSWAP protocol by users located in or resident of jurisdictions which prohibit or impose limitations upon the activities enabled by the protocol are strictly prohibited from accessing or using the protocol in any manner that does not comport with applicable legal and regulatory requirements, and you otherwise agree you will not utilize the protocol to engage in any activities related to cryptocurrency or other digital assets which are prohibited by in your place of domicile, residency, or citizenship, which are subject to change from time to time without notice. It is the sole responsibility of each user of XSWAP, and any other decentralized or autonomous blockchain protocol to understand the requirements that apply to their jurisdiction.

FOR THE AVOIDANCE OF DOUBT, USERS OF THE PROTOCOL ARE SOLELY RESPONSIBLE FOR UNDERSTANDING AND ENSURING THEIR OWN COMPLIANCE WITH ANY AND ALL LEGAL AND REGULATORY REQUIREMENTS SPECIFIC TO THEM.

By accessing and using, or attempting to access or use, the XSWAP protocol, you represent and warrant the following:

- You are not a citizen, resident and/or domiciliary of the United States or its territories;
- You are not accessing or using the Site, or attempting to do so, from a country embargoed or restricted by the United States Treasury Department's Office of Foreign Asset Control (OFAC) or the Swiss State Secretariat for Economic Affairs (SECO), which is subject to change, however currently includes the following prohibited jurisdictions and territories: Belarus, Burundi, Central African Republic, Congo, North Korea (DPRK), Guinea, Guinea-Bissau, Iran, Iraq, Lebanon, Libya, Mali, Myanmar(Burma), Republic of South Sudan, Somalia, Sudan, Syria, Ukraine, Venezuela, Yemen, and Zimbabwe. Pursuant to applicable laws and regulations, the XSWAP community, namely XT governance

token holders, maintains the right to elect which markets, states, regions, jurisdictions and territories from which it permits access to or use of the protocol, and may collectively decide to restrict or deny the use of the protocol, websites related to the protocol, content or any part or combination thereof, at its sole discretion; and

- You will hold harmless and release from liability without limitation any and all third parties for any and all legal claims for any losses or damages you may incur that arise from voluntarily accessing and engaging with the XSWAP protocol.

2. Site Content

The Site offers an online platform that allows you to gain access and interact with supported blockchains and presents options of autonomous conversion mechanisms, including between the different supported blockchains. Such conversions may be of different Smart Tokens or other supported standards tokens (applicable to the relevant supported blockchains; for example, standard ARC20 tokens on ABEY blockchain) that are held by Relay Tokens (collectively, “Tokens”).

Through the Site, you can (the following shall be referred to as the “Content”:

- View information relating different Tokens;
- View the information from supported electronic wallets (“Electronic Wallet” or “Wallet”);
- Build transactions yourself (with the assistance of the Site’s interfaces), which you may then send to the blockchain.
- Interact and communicate with other Users on the Site, participate in discussions and receive information from the protocol’s decentralized community;
- Manage your Wallet, enabling you to send or receive Tokens, convert between Tokens, view historical data, and easily transact on the blockchain.

3. Create Your Electronic Wallet

XSWAP does not control your Wallet. You can choose to use a Wallet provided by external service providers.

- With your Wallet, you can store and engage in transactions using the ABEY cryptocurrency, either within the XSWAP Network or with other platforms. Please note that your Wallet is under your sole responsibility and will always remain under your sole control. XSWAP has no access to your Wallet nor any control over its use, and accordingly XSWAP and/or XSWAP Parties have no liability whatsoever regarding the use of your Wallet and/or any crypto-assets held in, or controlled through the Wallet. XSWAP will not be able to assist you regaining access to your wallet in case you lost your Wallet Access Information.
- **Wallet Security:** The access to your Wallet (and any cryptocurrency held in it) is available only with the access information and codes issued to you when establishing the Wallet (which commonly consist of a twelve (12) word mnemonic phrase, account keystore json file and/or private key) (“Wallet Access Information”). When creating a wallet account, your Wallet’s encrypted password file is encrypted once more before is stored in a protected file, accessible only by your password. XSWAP does not see, track, save or have access to your password which can unlock the password protected file. When choosing a password for your Wallet, remember that your Wallet may be subject to hacking attempts, the success of which may depend on the strength of the code you created. Subject to developments in general blockchain technology, You should be able to access your Wallet independently using your Wallet Access Information, even if at any time your access to the Site and Content shall be disabled for any reason whatsoever. For the protection of your interests, it is imperative you keep safe and guard the Wallet Access Information issued to you. You acknowledge and accept that you are solely responsible for the security of your Wallet and for any use of your wallet account as well as for any crypto-assets held or managed by them. XSWAP and/or XSWAP Parties will not be liable or accountable, nor shall be deemed to have any liability or accountability, for any loss or damage regarding your failure to keep your Wallet information secret and protected.
- Furthermore, XSWAP has no control over your actions or transactions made using the Content. With that in mind, XSWAP and/or XSWAP Parties will have no liability to you or to any third party for any claims or damages that may arise as a result of any actions or transactions that you engage in while using the Content. XSWAP and/or XSWAP Parties

shall not be liable for the acts or omissions of any third parties, nor will they be liable for any damage that you may suffer as a result of interacting with any third parties. We reserve the right to cancel or refuse to process any digital currency transaction due to requirements of any applicable laws or regulations, and without prior notice.

- We cannot guarantee that the Content will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications on the Site and use of the Content, and may result in the failure of your communications including, without limitation, your local network, firewall, your internet service provider, the public internet and your power supply. For the avoidance of doubt and without derogating from the Terms hereunder, XSWAP and/or XSWAP Parties (as defined below) take no responsibility for any disruption, interruption or delay caused by any failure whatsoever.

4. Fees and Payments

The use of the Site and Content is not subject to or conditioned upon any payment or fee to XSWAP. You confirm that you are aware and agree to the following:

- All transactions on the ABEY blockchain are subject to a fee (Gas), which is made in ABEY and transferred internally into the system. To facilitate transactions on the blockchain you must have a sufficient amount of ABEY.
- Tokens might include certain terms affecting conversion rates. Such terms are determined and affixed by the issuer of the Token at its own and exclusive discretion.
- When using the Content, you are able to construct and determine, at your own discretion, the parameters you wish to apply to your conversion of Tokens. The actions you wish to execute will be subject to those parameters you applied. Such terms, as may be applicable in each case individually, will be reflected and expressed in the conversion ratio and other applicable formulas, affecting the final outcome of your actions.
- By using the Content, you confirm and accept you are aware of the intrinsic risks regarding your use of the Content, that you are capable

to assess and determine the outcomes of your actions using the Content, and that you are exclusively responsible and liable for your actions and their results. XSWAP and/or XSWAP Parties are not responsible for any taxes, levies, charges and/or expenses of any kind you may incur, resulting from your use of the Content and/or in connection therewith, whether such may be incurred pursuant to any applicable laws, rules or regulations, by any third party service provider(s), or otherwise. Any and all such taxes, levies, charges and/or expenses of any kind shall be borne solely by you.

- You agree that you shall have no claim, suit or demand of any kind, and by agreeing to these Terms, hereby irrevocably and completely waive any such claim, suit or demand of any kind, to the extent such may exist or hereafter arise, towards us, our affiliated entities, and any of our directors, managers, employees or consultants, in connection with or related to any of the foregoing.

5. Rules of Use

You represent and warrant that you have full right and authority to use the Content and to be bound by these Terms. You agree that you will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern your use of the Content. Without limiting the foregoing and in recognition of the global nature of the Internet, you agree to comply with all local and international rules regarding online conduct. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of persons. When using the Site or Content, you may not, nor may you assist other parties to pursuit or engage in unlawful or abusive uses, or any types of activities which contradict the purpose of the Site or Content, hinder the Site's operation or Content to other users, or which may be deemed to do so ("Restricted Uses"). For Clarity and reference, Restricted Uses include, but are not limited to, these types of activities as detailed herein, as we may amend from time to time in our sole discretion (thus, not to be regarded as an exhaustive list):

- Unlawful Activities, such as activities which:
- Violate any applicable law, rule or regulation; or
- publish, distribute or disseminate any unlawful material or information;

- Undermining or Abusive Activities, such as activities which:
 - Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
 - Institute, assist or become involved in any type of attack (deliberate or other), including distribution of a virus, attacks upon the Content, the XSWAP Protocol that prevent access to or use of any of the above, other attempts to disrupt any of the above, gain unauthorized access to any of the above, or disrupt any other person's use or enjoyment of any of the above;
 - Enter or make an attempt to enter the Site and Content (including by accessing linked platforms, networks or systems) unauthorized, including by password mining and/or by using other users information;
 - Design or assist in designing cheats, exploits, automation software, bots, hacks, modes or any other unauthorized third-party software to modify or interfere with the Site or Content;
 - Attempt to disable or circumvent any security or access control mechanism of the Site or Content;
 - Use any unauthorized third-party software that accesses, intercepts, 'mines', or otherwise collects information from or through the Content or the Site, or that is in transit from or to the Site;
 - Bypass any robot exclusion headers or other measures XSWAP uses to restrict access to the Content or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Content, or harvest or manipulate data;
 - Solicit another person's password or other personal information under false pretenses; or

- Copy, modify, or create derivative works of the Content or the Site;
- Activities Abusive to Other Users or Their Rights, such as activities which:
 - Interfere with other Users ability to exploit or access the Site or any of the Content;
 - Attempt to, or harass, abuse, or harm of another person or entity, including XSWAP employees and service providers;
 - Collect, harvest or post anyone 's private information, in any media format;
 - impersonate another user or otherwise misrepresent yourself;
 - Violate the legal rights of others, including defaming, abuse, stalking or threatening users; or
 - Defraud any other Users or any other person, including XSWAP employees and service providers, including by providing false, inaccurate, misleading, or partial information.
- Activities Infringing Intellectual Property, such as activities which:
 - Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Content, or to obtain any information from the Content using any method unless you have received prior written approval; or
 - Infringe the intellectual property rights, privacy rights, or moral rights of any third party or XSWAP;
- Unfair or Abusive Transacting, such as activities which:
 - Create or enter a fictitious transaction or a transaction with fictitious elements of any kind;
 - Exploit, disrupt or manipulate, or attempt to exploit, disrupt or manipulate the Site or the use of the Content, in a manner

designed to create transaction conditions which are not available to other XSWAP protocol users;

- Utilizes or applies technological abilities or foreknowledge not exploited or available to other Users, to perform (including off Site) transactions parallel to those performed by Users on the Site, and/or create unequal terms among Users regarding the use of Content on the Site, or influence the terms of transactions on the blockchain (including activities commonly referred to as Front-Running) and/or create an unfair or abusive advantage over other Users;
- Violation of any of these Restricted Uses may be cause for the taking of legal actions on the part of XSWAP according to the law, in addition to any right and remedies set forth hereunder or under any applicable law. Without derogating from the above, by accepting these Terms, you acknowledge that XSWAP makes no representation or warranty regarding its ability, nor assumes any liability, to detect, limit or prevent any Restricted Use.

6. Limitation or Termination of Access and Services

- XSWAP MAY, IN ITS SOLE DISCRETION, REFUSE TO MAKE THE CONTENT AVAILABLE TO ANY PERSON OR ENTITY. WE MAY, WITHOUT NOTICE AND IN OUR SOLE DISCRETION, TERMINATE YOUR RIGHT TO USE THE CONTENT OR ANY PORTION THEREOF, AND BLOCK OR PREVENT YOUR FUTURE ACCESS TO AND USE OF THE CONTENT OR ANY PORTION THEREOF. WE MAY, AT ANY TIME AND FOR ANY REASON AND IN OUR SOLE DISCRETION, DISCONTINUE THE CONTENT IN ITS ENTIRETY, OR ANY PART HEREOF, WITHOUT PRIOR NOTICE AND/OR LIABILITY OF ANY KIND.
- Subject to your agreement and compliance with these Terms, you are hereby granted with a personal, revocable, non-transferable and non-exclusive right to use the Content. Use of the Content shall be solely for your own, private purposes and for no other purpose whatsoever. You hereby acknowledge that your right to use the Content is limited by these Terms, and, if you violate or if, at any point,

you do not agree to any of these Terms, your right to use the Content shall immediately terminate, and you shall immediately refrain from using the Content. Without derogating from the generality of the foregoing, any use of the Content that violates these Terms is strictly prohibited and can, at XSWAP's sole discretion, result in the immediate revocation of your limited rights granted by these Terms. Without limiting any other remedy, XSWAP may limit, suspend, revoke, terminate, modify, or delete your access to the Content at its sole discretion without prior notice or liability, if you are, or if XSWAP suspects (in its sole discretion) that you are failing to comply with these Terms or for any actual or suspected Restricted Use of the Site and Content. Any of such actions, including the termination of your rights to use the Site and Content, may be applied by XSWAP permanently or temporarily. In such an event, XSWAP may terminate your access to the Site and Content (however without affecting your Wallet, which remains exclusively yours, subject to any applicable third-party terms of use or law).

7. Ownership, Copyrights

- The Content and all of the content that appears in the Site, including without limitation, the use of the Site ' s name, software, web technologies, source code, concepts, artwork, photos, animations, sounds, methods of operation, moral rights, documentation, and virtual items, is the exclusive property of XSWAP, or is being used with permission from its licensors. XSWAP (or its licensors as applicable) retain all rights, title and interest in and to the Content and all of the content that appears in the Site, and all intellectual property rights relating thereto, including without limitations all copyright, patent, trademarks, logos, design rights and any other proprietary rights connected with the Content. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to the Content and/or to any content that appears in the Site. XSWAP's name and logo, and any other trademarks included in the Content and/or appear on the Site, are trademarks of XSWAP.
- All third-party product names that may legitimately appear in the Site are trademarks of their respective owners. No transfer or grant of any rights under any names, marks or logos is made or is to be implied by

any provision of these Terms or by anything on the Site, and all rights in such names, marks or logos is reserved to XSWAP or their respective owners, as applicable.

- You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or commentary you provide on our platform or one of our social media accounts, regarding XSWAP or the Content (collectively, “Feedback”) that are provided by you, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of XSWAP. XSWAP will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. Third Party Content

- To the extent that the services contain links or any other information to third party websites, tokens or services, XSWAP does not control the availability and content of those websites, tokens and services. Any concerns regarding any such third-party websites, tokens and/or service, or any link thereto, should be directed to such particular website and/or services provider. XSWAP makes no representation or warranty regarding any content, goods, tokens and/or services provided by any third party, even if linked to through the site or the service.
- The linked sites and tokens are not under the control of XSWAP and may collect data or solicit personal information from you. XSWAP is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. you agree that the services may feature advertisements from third parties. XSWAP is not responsible for the actions of third parties who advertise on the site. Your interactions with advertisers or entities that issued the tokens are agreements between you and them with XSWAP having no responsibility for such interactions.

9. Risk Statement, Representations and Warranties

XSWAP provides an execution-only service and does not advise on the merits of any particular conversion of Tokens or its tax or legal consequences. As a general matter, Users should be aware of the following prior to utilizing our Content.

- **Assumption of Risks of Cryptographic Systems and Currencies.** By using the Content and the XSWAP Network in any way, you acknowledge the inherent risks associated with cryptographic systems and ecosystems; and warrant that you have an understanding of the usage and intricacies of native cryptographic tokens, like ABEY, ETH, Smart Contract-based tokens and blockchain-based software systems. You understand that blockchain technologies (such as ABEY and ETH) and associated currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies (where applicable) is variable and may increase at any time causing impact to any activities taking place on the relevant blockchain (such as ABEY). You acknowledge these risks and represent that XSWAP cannot be held liable for such fluctuations or increased costs. You acknowledge that you are solely responsible for the process of converting ETH or ABEY and that XSWAP does not offer any such service. XSWAP cannot be held liable for any losses or damages of ETH, ABEY or other cryptocurrencies resulting from the use of services of any third-party provider.
- **Assumption of Risk of Regulatory Actions in One or More Jurisdictions.** The Content as well as the XSWAP Network and relevant blockchain (such as ABEY or ETH) could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of XSWAP to continue to develop, or which could impede or limit your ability to access or use the Content, the XSWAP Network or the applicable blockchain. XSWAP endeavors to comply with all applicable laws, such as all legal requests for information, and reserve the right to provide information, including Project Information, to law enforcement personnel and other third parties to answer inquiries, to respond to legal process, to respond to the order of a court of competent jurisdiction and those exercising the court's authority and to protect XSWAP Network and its Users.

- Understanding Tokens requires advanced technical knowledge. Tokens are often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks. Listing of a Token on the Site does not indicate approval or disapproval of the underlying technology regarding any Token and should not be used as a substitute for your own understanding of the risks specific to each Token. In using the Content, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks relating to and concerning the Tokens. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any conversion or any underlying Token.
- You accept the risk of converting Tokens. You understand the conversion of Tokens may use untested code and protocols. You accept the risk of conversion failure or fault. You agree not to hold XSWAP accountable for any related losses. Neither you nor we, can reverse, change or cancel a conversion of Tokens transaction marked as complete or pending. Conversion of Tokens using the Content is managed and confirmed via the relevant blockchain. You understand that your relevant blockchain (ABEY, ETH or other) public address will be made publicly visible whenever you use the Content.
- You are solely responsible for complying with all laws and regulations that apply to you. You agree that XSWAP is not responsible for determining whether or which laws may apply to your conversions, including with respect to tax or money transferring regulations. You are solely responsible for reporting and paying any taxes arising from your use of the Content.
- You are aware of, understand and accept the risk of operational challenges. The Site and the Content may experience sophisticated cyber-attacks, unexpected surges in activity, or other operational or technical difficulties, which may hinder the use of the Content or affect or even cause faults or failures in the conversion of Tokens. You agree not to hold XSWAP accountable for any related losses.

- XSWAP does not advise on risks associated with conversion or exchange of tokens or digital assets of any kind. You are solely responsible for doing your own research prior to transacting on, or interacting with the XSWAP protocol, and that in no case shall XSWAP be responsible for any information, commentary, or advice, whether express or implied, that may influence users' behavior in connection with the manner in which they interact with the XSWAP protocol.
- XSWAP does not own, control or maintain, and therefore cannot ensure the integrity of any underlying blockchain or other software protocols, which govern the operation of the Tokens supported on our platform other than the XT governance token native to the XSWAP protocol.
- You acknowledge and agree: (i) that the underlying protocols may be subject to sudden changes in operating rules ('forks'), and that such forks may materially affect the value, function, and even the name of the Tokens you store. In the event of a fork, you agree that we may suspend the Content (with or without advance notice to you) and that we may decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that we assume absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol; and (ii) that we are not responsible for operation of the underlying protocols and that we make no guarantee of their functionality, security, or availability.

10. Ownership of Tokens and Other Digital Assets

You hereby warrant and represent that any Tokens used by you in connection with the Content are either owned by you or that you are validly authorized to carry out conversions, and to take (or refrain from taking) any other actions which you perform while using the Content, using such Tokens.

11. Indemnification

You agree to indemnify, defend and hold XSWAP, its affiliates and service providers, and each of their respective officers, directors, agents, employees, and representatives, harmless from any claim (including, but without limitation, third party claims) or demand (including attorneys' fees and costs and any fines, fees or penalties imposed by any regulatory authority) arising out of or

related to: (i) your breach of these Terms, (ii) your use or access of the Site and/or Content, or (iii) your violation of any law, rule, or regulation, or the rights of any third party.

12. WARRANTY DISCLAIMER

BY USING OR ACCESSING THE XSWAP PROTOCOL, YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE TO THE FOLLOWING:

- BLOCKCHAIN APPLICATIONS AND PROTOCOLS ARE GENERALLY STILL IN AN EARLY DEVELOPMENT STAGE AND THEREFORE OF EXPERIMENTAL NATURE. YOU THEREFORE UNDERSTAND THAT THE CONTENTS ARE PROVIDED TO YOU 'AS IS' AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EACH OF XSWAP AND/OR XSWAP PARTIES DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF ANY KIND IN CONNECTION WITH THE TOKENS, THE CONTENT, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE, USEFULNESS, AUTHORITY, ACCURACY, COMPLETENESS AND/OR TIMELINESS.
- EACH OF XSWAP AND/OR XSWAP PARTIES MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OF THE CONTENTS, OF THE CONTENT OF ANY SITES LINKED TO THE CONTENTS, OF ANY THIRD-PARTY MATERIALS OR THE UNDERLYING SOFTWARE PROTOCOL (THE SOFTWARE) THAT GOVERNS THE CONTENT AND THE XSWAP NETWORK. WITHOUT LIMITING THE FOREGOING, NEITHER XSWAP NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF ITS OR THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, JOINT-VENTURES, LICENSEES OR LICENSORS (COLLECTIVELY, the "XSWAP PARTIES") REPRESENT OR WARRANT THAT THE SITE AND THE CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, BUG-FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.
- USE OF THE SITE AND THE CONTENT IS ENTIRELY VOLUNTARY AND AT YOUR SOLE RISK. ADDITIONALLY, IN NO EVENT SHALL

XSWAP AND/OR XSWAP PARTIES BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR USE OF THIRD-PARTY MATERIALS, SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS CONTAINED HEREIN SHALL APPLY TO ANY AND ALL DAMAGES OR INJURIES WHATSOEVER CAUSED BY OR RELATED TO THE USE OF, OR INABILITY TO USE, THE CONTENTS, UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

- UNDER NO CIRCUMSTANCES WHATSOEVER WILL XSWAP AND/OR ANY OF XSWAP PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY FOR ANY COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING FOR LOSS OF PROFITS, LOST BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR DATA DESTRUCTION OR IMPAIRMENT) SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR USE OF OR INABILITY TO USE THE CONTENTS. IF YOU ARE DISSATISFIED WITH THE CONTENTS, OR WITH THESE TERMS, OR YOU HAVE ANY DISPUTE WITH XSWAP AND/OR ANY OF XSWAP PARTIES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE CONTENTS. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT NEITHER XSWAP NOR ANY XSWAP PARTIES ARE LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD XSWAP AND/OR XSWAP PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE CONTENTS, ISSUERS OF TOKEN AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK REGARDING THE FOREGOING RESTS ENTIRELY WITH YOU.
- XSWAP AND ITS DEVELOPERS, AFFILIATES, CONTRACTORS, AGENTS, PARTNERS, USERS, OR LIQUIDITY PROVIDERS SHALL NOT BE DEEMED TO BE IN BREACH OF THESE TERMS, NOR SHALL ANY LIABILITY INCUR DUE TO A DELAY OR FAILURE IN

PERFORMANCE CAUSED BY FORCE MAJEURE. FORCE MAJEURE REFERRERS TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, FIRE, FLOOD, WAR, TERRORISM, EMBARGO, ACCIDENT, LABOR DISPUTES, OR SHORTAGE OF MATERIAL, EQUIPMENT OR TRANSPORT, ANY LAW, REGULATION, OR ANY RULING OF COURT, TRIBUNAL OR GOVERNMENTAL AGENCY.

13. LIMITATION OF LIABILITY

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